graph Co., 83 Ala. 542. The general rule, then, seems to be that when the courts of a state shall know as a fact, the law of a particular state, such law must be proved as a fact, and the court will not take judicial notice of it, but in the absence of proof, will presume it to be the same as the law of the forum. *R. R. v. Weaver*, 35 Kan. 412.

INJUNCTION—BOYCOTTING.—ALFRED W. BOOTH & BRO. v. BURGESS, ET AL., 65 ATL., 226 (N. J.).—*Held*, that the manufacturer was entitled to an injunction restraining the officers of the union from directing or inducing by threats, etc., the employees of the boss carpenters to strike.

Prior to the decision of *Leathen v. Quinn*, 15 Q. B. 476, decided in 1901 the doctrine laid down in the leading English case of *Allen v. Flood*, 1 A. C. 1894, was followed both in the United States and England, viz., that it was not illegal for one person or combination to persuade a party not to enter into a contract with another, if his ability or capacity was not impugned. *Mogul Steamship Co. v. McGregor*, L. R. 15 Q. B. D. 476; *Boyson v. Thorn*, 98 Cal. 578; *Ashley v. Dixon*, 48 N. Y. 430. But a conspiracy to injure a person in his profession by false statements, as to his character followed by damages is actionable. *Wilder v. McKee*, 111 Penn. St. 335. It seems to be an undisputed rule in most jurisdictions that workmen have the right to organize themselves in associations for the purpose of having their demands granted and to strike or quit work in a body upon the refusal of the employer to accede to their demands. *Arthur v. Oakes*, 11 C. C. A. 209. But to allow a business to be subjected to the control of an organization, that orders away its employees and frightens away others that it may seek to employ, is a condition utterly at war with every principal of justice. *State v. Charles T. Stewart, et al.*, 59 Vt. 273. It seems preposterous to deny an individual the right to carry on a legitimate business, as he sees fit, and the law should afford ample protection against powerful combinations using coercion and intimidating his customers. *Oxley Stave Co. v. Hopkins, et al.*, 83 Fed. 912. The procurement of workmen to quit work, who are employed upon satisfactory terms, unless the employer accedes to the demands of persons who he is under no obligation to, is illegal and constitutes a malicious and unlawful interference in the business of the employer, which is not only actionable, but a misdemeanor at common law. *Old Dominion Steamship Co. v. McKenna*, 30 Fed. 48.

INSURANCE—ORAL APPLICATION—WAIVER.—GLENS FALLS INS. CO. v. MICHAEL, 79 N. E. 905 (IND.).—*Held*, that where a standard fire policy was issued on an oral application, without any representations on the part of the assured as to the extent of his title, insurer thereby waived a clause providing for forfeiture, in case assured's interest was other than unconditional and sole ownership in fee.

A covenant in a fire policy, that the application "contains a just, full and true exposition of all the facts in regard to the condition and value of the property," is waived by an insurer who issues it solely upon a bare request. *Commonwealth v. Hide & Leather Ins. Co.*, 112 Mass. 136; *Bahringer v. Empire Mut. Life Ins. Co.*, 2 T. and C. (N. Y.) 610. This is upon the ground that an applicant has a right to suppose that the insurer will make proper inquiries, and that, if he does not, he waives information in regard to them. *Short v. Home Ins. Co.*, 90 N. Y. 16. But a clause in a fire insurance policy avoiding the policy if the premises are vacant for a specified period, is not waived by reason of knowledge on the part of the insurer that they are

vacant at the time the policy issued. *Queen Ins. Co. of America v. Chadwick,* 13 Tex. Civ. App. 318; *Conn. Fire Ins. Co. v. Tilley,* 88 Va. 1024. There are many *dicta* contrary to the case in point, upon the ground that where there is no written application and no terms have been agreed upon by parol, except the amount, the insured must be charged with knowledge that the policy he receives, contains the contract binding upon him. *Waller v. Northern Assur. Co.,* 10 Fed. 232; *Brown v. Commercial Fire Ins. Co.,* 86 Ala. 189; *Wierengo v. Amer. Fire Ins. Co.,* 98 Mich. 621.

LANDLORD AND TENANT—ACTION BY LANDLORD TO RECOVER POSSESSION—DEFENSES.—WALLACE V. OCEAN GROVE CAMP MEETING ASS'N OF METHODIST EPISCOPAL CHURCH, 148 FED. 672 (N. J.).—*Held,* a tenant, who repudiates that relation and claims title adversely to the landlord, cannot defend against an action by the landlord to recover possession on the ground of the insufficiency of the notice to terminate the lease.

Where the relation of landlord and tenant is disclaimed by the tenant, or the tenant repudiates the title of his landlord, neither a demand of possession or notice to quit is necesary to enable the landlord to maintain an action for possession of premises. *Carger v. Fee,* 40 Ind. 572; 39 N. E. 93. A landlord is not bound to give his tenant notice to quit, if the tenant has taken possession under an adverse title. *Williams v. Hensley,* 1 A. K. Marshall 181. The notice to quit to which a tenant at sufferance is entitled cannot be claimed by one who has asserted any title that directly or impliedly negatives the right to put an end to his interest. *Kunzie v. Wixom,* 39 Mich. 384. In ejectment the defense of adverse possession is inconsistent with a tenancy, and exempts plaintiff from the necessity of proving a notice to quit. *Wolf v. Holton,* 92 Mich. 136; 52 N. W. 459. A tenant at will cannot defend an action of ejectment by the landlord on the ground that he had no notice to quit, where the answer expressly denies plaintiff's title, and sets up ownership in defendant. *McCarthy v. Brown,* 113 Cal. 15.

LANDLORD AND TENANT—DEFECT IN PREMISES—INJURIES TO OCCUPANTS.—HATCH ET AL. V. MCCLOUD RIVER LUMBER CO., 88 PAC. 355.—*Held,* occupants of premises under a lease assumed the risk of injury from a wire extending from an electric light pole without the premises to an anchor about two feet within the premises which was so located at the time of the lease and was known to them.

Where the occupants of a tenement house are permitted, without objection, to use the yard, and there is no restriction in the lease against such use, an easement is thereby created in favor of the tenant, and the landlord is liable for injuries resulting from his failure to make the yard safe. *Canavan v. Stayvesant,* 27 N. Y. Sup. 413. A nuisance being allowed to remain in the same position a sufficient length of time without any endeavor on the part of the defendant by the exercise of reasonable care and diligence, to ascertain its dangerous position; and having let the premises with a nuisance, existing thereupon, he is, under the circumstance, liable for injuries sustained by the tenant, *Ahern v. Steel,* 115 N. Y. 203. In an action for personal injuries, it appears that in the yard of a tenement house in which apartments were rented from defendant to plaintiff's father, a large flat stone stood almost perpendicularly against the fence, and had so stood for several months, and at the time the apartments were let; that while the plaintiff's child was playing around the stone, it fell and injured her, it was held that the defendants were